

GRAVITY JACK PROPERTY OPTION AGREEMENT

This Agreement is made as of March 24th, 2021 between:

CALDERAN VENTURES LTD., (“CVL”) a corporation existing under the laws of British Columbia and having its head office at 5657 Beaton Rd. Kamloops, BC V1S 2A4

AND

ISLAND TIME EXPLORATION LTD., (“ITE”) a corporation existing under the laws of British Columbia and having its head office at, 7587 L&A Road, Vernon, BC, V1B 3S5

AND

RAYMOND WLADICHUK, (“RW”) an individual residing at 7587 L&A Road, Vernon, BC, V1B 3S5

collectively referred to herein as the (“**Vendors**”)

AND

RESOLVE VENTURES INC., a corporation existing under the laws of British Columbia and having its head office at 830-1100 Melville Street, V6E 4A6.

Referred to herein as (the “**Optionee**” or the “**Purchaser**”)

WHEREAS:

- A. The Vendors have a 100% right, title and interest to the amalgamation of the contiguous Gravity Property and the Jack White Property (collectively referred to as the “Gravity-Jack Property” or the “Property”), located in the New Westminster Mining Division, near Boston Bar British Columbia, Canada, and as more particularly described in Schedule “A” attached herewith; and
- B. The Vendors have agreed to grant to the Purchaser the sole and exclusive right and option to acquire a 100% right, title and interest in and to the Property, in accordance with the terms and conditions of this Agreement.

For valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed by each of the Parties hereto), the Parties agree as follows:

SECTION 1. - INTERPRETATION.

1.1 **Definitions.** In this Agreement terms and expressions given a defined meaning in any Schedule shall have the corresponding meaning in this Agreement and:

- (a) “**Affiliate**” has the meaning given to that term in the *Securities Act* (British Columbia);
- (b) “**Agreement**” means this Agreement, including the recitals and the Schedules, all as amended, from time to time;

- (c) "**Commercial Production**" means, and is deemed to have been achieved, when the concentrator processing ores, for other than testing purposes, has operated for a period of 45 consecutive production days at an average rate of not less than 70% of design capacity or, if a concentrator is not erected on the Property, when ores have been produced for a period of 45 consecutive production days at the rate of not less than 70% of the mining rate specified in a feasibility study or any similar study recommending placing the Property in production;
- (d) "**Effective Date**" means March 24, 2021;
- (e) "**Expenditures**" means all paid-up costs, expenses, obligations and liabilities of whatever kind or nature spent or incurred by the Optionee, directly or indirectly, on or in connection with the Property including, without limiting the generality of the foregoing, monies expended in connection with:
- (i) prospecting, exploration, evaluation, and development of the Property, including trenching or other surface or near surface sampling, reverse circulation, diamond or other drilling;
 - (ii) payments of fees, duties, or other charges or deductions to acquire, maintain or as required by any license, permit, or other documents issued by governmental bodies or other persons granting the right to use mineral resources and surface lands in respect of the Property;
 - (iii) geophysical and geological surveys, mapping, drilling, assaying and metallurgical testing, including costs of assays, metallurgical testing and other tests and analyses, water and other material or substances;
 - (iv) conducting engineering work as required for work programs or preparation of a feasibility study or a report prepared in accordance with National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* or any other reasonable evaluation of the Property;
 - (v) carrying out environmental studies and preparing environmental impact assessment reports;
 - (vi) carrying out all required restoration and reclamation of the Property required as a result of activities thereon;
 - (vii) in the preparation of work programs and the presentation and reporting of data and the results thereof including any program for the preparation of a feasibility study or other evaluation of the Property;
 - (viii) salaries and wages, including actual labour, overhead expenses for employees, agents independent contractors and consultants assigned to exploration and development activities;
 - (ix) travelling expenses of all persons engaged in work with respect to and for the benefit of the Property, including for their food, lodging and other reasonable needs of such persons, including medical;
 - (x) acquiring, constructing and transporting facilities;

- (xi) payments to contractors or consultants for work done, services rendered or materials supplied;
 - (xii) all taxes levied against or in respect of the Property, or activities thereon, and the cost of insurance premiums and performance bonds or other security;
 - (xiii) preparing and making submissions to government agencies with respect to substitute or successor title to any of the Property and test and production permits; and
 - (xiv) all other expenses incurred in connection with the Property, prospecting licenses, mining leases, or this Agreement, including expenses for all permits and documents issued by any government or its authorized agent, environmental and other studies, charges incurred for site preparation, engineering, surveying, permits, equipment rental, third-party contractor services, construction of roads, costs of equipment and supplies, labour costs, legal fees, accounting fees, all fees under any consulting agreement, and all direct salary and field expenses of exploration personnel, transportation costs;
- (f) "**Lien**" means any lien, security interest, mortgage, charge, encumbrance, or other claim of a third party, whether registered or unregistered, and whether arising by agreement, statute or otherwise;
 - (g) "**Operator**" means the Party permitted to carry out, or cause to carry out, all work in respect of the Property during the Option;
 - (h) "**Option**" means the option granted to Optionee by Optionor in accordance with Section 2;
 - (i) "**Option Period**" means the period during the term of this Agreement from the date hereof to and including the date of exercise of the Option;
 - (j) "**Party**" and "**Parties**" means the parties to this Agreement; and
 - (k) "**Property**" means the mining claims set out in Schedule "A" to this Agreement comprising the Gravity-Jack Property located in the New Westminster Mining Division near Boston Bar, BC, and all mining leases and other mining interests derived from any such claims, and a reference herein to a mineral claim comprised in the Property includes any mineral leases or other interests into which such mineral claim may have been converted. Property also includes any mineral interests that become part of the Property by operation of the Area of Common Interest provided for herein.
 - (l) "**Regulatory Authorities**" means the TSX Venture Exchange and/or the British Columbia Securities Commission.

1.2 **Extended Meanings.** Unless otherwise specified, words importing the singular include the plural and vice versa. The term "including" means "including, without limitation."

1.3 **Headings.** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.4 **Severability.** If any term of this Agreement is or becomes illegal, invalid or unenforceable, that term shall not affect the legality, validity or enforceability of the remaining terms of this Agreement, unless as a result of such determination this Agreement would fail in its essential purpose.

1.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior arrangements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal, express or implied.

1.6 **Currency.** Except as otherwise set forth herein, all references to amounts of money in this Agreement are to Canadian Dollars.

1.7 **Time.** For every provision in this Agreement, time is of the essence.

1.8 **Governing Law.** This Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of British Columbia, sitting in the city of Vancouver, with respect to any dispute to or arising out of this Agreement.

1.9 **Statutory References.** Each reference to a statute in this Agreement includes the regulations made under that statute, as amended or re-enacted from time to time.

1.10 **Schedules.** The following Schedules are attached to and form part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule "A"	Description of the Property

SECTION 2. - OPTION.

2.1 Vendors hereby grant to the Optionee the sole and exclusive Option to acquire a 100% right, title and interest in and to the Property.

2.2 In order to exercise the Option and to maintain the Option in good standing, the Optionee must:

- (a) Within 5 days of TSX Venture Exchange Approval, :
 - (i) issue to CVL 1,000,000 common shares of the Optionee;
 - (ii) issue to ITE, 500,000 common shares of the Optionee;
 - (iii) issue to RW, 100,000 common shares of the Optionee.
- (b) incur Expenditures on the Property as follows:
 - (i) \$200,000 on or before August 21, 2021
 - (ii) RW to retain Right of First Refusal for exploration work on the Property.
- (c) Complete a NI-43-101 technical report on the Property.
- (d) On or before the 2nd anniversary of the Agreement date:
 - (i) Incur \$500,000 in additional exploration work commitments on the Property; and
 - (ii) Issue five hundred thousand (500,000) additional Shares to ITE.
- (e) On or before the 3rd anniversary of the Agreement date:

- (i) Incur \$750,000 in additional exploration work commitments on the Property; and
 - (ii) Issue one million (1,000,000) additional Shares to ITE.
- (f) On or before the 4th anniversary of the Agreement date:
- (i) Incur \$1,000,000 in additional exploration work commitments on the Property; and
 - (ii) Issue one million (1,000,000) additional Shares to ITE.
- (g) ITE and RW to retain a 2% net smelter return royalty ("NSR") (4% total) in the Property.
- (h) Any or all of the above-mentioned cash payments, share issuances and Exploration work commitments may be accelerated at Optionee's sole discretion in order to earn a 100% interest in the Property.

2.3 On completing the above noted cash payments, share issuances and property expenditures, Resolve will have earned a 100% interest in the Gravity Jack Property, at which time the Vendors will transfer title of the Gravity Jack Property to Resolve. The Vendors will retain a 4% total **NSR** on all future metal production. The Company may, at its sole option, purchase 1% of the NSR from each of the Vendors for \$1,000,000.

SECTION 3. - COVENANTS OF THE VENDORS.

3.1 During the currency of this Agreement, the Vendors will:

- (a) not do any other act or thing which would or might in any way adversely affect the rights of Optionee hereunder;
- (b) will not agree to transfer or encumber all or any of its right, title or interest in and to the Property, except as provided for in this Agreement;
- (c) make available to Optionee and its representatives all available relevant technical data, geotechnical reports, maps, digital files and other data with respect to the Property in the Vendor's possession or control, including drill core and soil and assay samples, and all records and files relating to the Property and permit Optionee and its representatives at their own expense to take abstracts therefrom and make copies thereof;
- (d) promptly provide Optionee with any and all notices and correspondence received by the Vendors from government agencies or otherwise in respect of the Property;
- (e) cooperate fully with Optionee in obtaining any surface and other rights on or related to the Property as Optionee deems desirable;
- (f) file all exploration expenditures and pay any and all necessary fees to keep the claims in good standing;
- (g) grant to Optionee, its directors, officers, employees, agents and independent contractors, the sole and exclusive right and option to:
 - (i) enter upon the Property;

- (ii) have exclusive and quiet possession thereof;
 - (iii) do such prospecting, exploration, development or other mining work thereon and thereunder as Optionee in its sole discretion may consider advisable;
 - (iv) bring and erect upon the Property such buildings, plant, machinery, equipment and facilities as Optionee may consider advisable; and
 - (v) remove from the Property and dispose of any material, ores, minerals and metals for the purpose of obtaining assays or making other tests; and
- (h) upon the exercise of the Option, execute and deliver or cause to be executed and delivered within 10 business days of the exercise date of the Option, to Optionee or register or cause to be registered with all applicable agencies or places of record transfers of the Property in favour of Optionee which transfers may be recorded by Optionee at all such agencies or places of record as may be appropriate or desirable to effect the legal or recorded transfer of the Property to Optionee. Until such transfers are completed, Optionee shall be entitled to register or record this Agreement or other evidence of its rights hereunder against title to the Property, and the Vendors shall promptly execute and deliver, or cause to be executed and delivered, all documents, deeds and other instruments reasonably requested by Optionee for the purpose of facilitating such registration or recording.

SECTION 4. - COVENANTS OF OPTIONEE.

4.1 During the Option, Optionee shall:

- (a) maintain in good standing the claims or other interests comprising the Property by the doing and filing of assessment work or the making of payments in lieu thereof;
- (b) keep the Property free and clear of all Liens arising from its operations hereunder (except liens for taxes not yet due, other inchoate liens or liens contested in good faith by Optionee) and proceed with all diligence to contest or discharge any Lien that is filed;
- (c) pay or cause to be paid all workers and wage earners employed by it or its contractors on the Property, and pay for all materials, services and supplies purchased or delivered in connection with its activities on or with respect to the Property;
- (d) deliver to the Vendors within 21 days of the dates which are 12 months, 24 months, 36 months and 48 months of the Effective Date and during the Option Period, a report (including up to date maps if there are any) describing the results of work completed in each period pursuant to Section 2.2(b), together with reasonable details of Expenditures made;
- (e) permit the Vendors, or its representatives duly authorized by it in writing, at its own risk and expense, access to the Property at all reasonable times and to all data, records and reports, if any, prepared by Optionee in connection with work done on or with respect to the Property, and furnish the Vendors once each calendar year with a report with respect to the work carried out by Optionee on the Property and material results obtained; and
- (f) conduct all work on or with respect to the Property in a good and workmanlike manner and in compliance with all applicable federal, provincial and local laws, rules, orders and regulations, and indemnify and save the Vendors harmless from any and all claims, suits, demands, losses and expenses including, without limitation, with respect to environmental matters, made or brought

against it as a result of work done or any act or thing done or omitted to be done by Optionee on or with respect to the Property.

4.2 In the event of termination of the Option for any reason other than through the exercise thereof, Optionee will:

- (a) ensure the Property is free and clear of all Liens;
- (b) provide Vendors with copies of all data and information related to the Property that was not provided to the Vendors prior to the termination of this Agreement, together with, if applicable all drill cores and unprocessed assay samples;
- (c) have the right (and, if requested by the Vendors within 90 days of the effective date of termination, the obligation) to remove from the Property within nine (9) months of termination of this Agreement all equipment, machinery, tools, supplies, buildings, facilities erected, installed or brought upon the Property by or at the instance of Optionee, failing which, the machinery, tools, supplies, buildings and facilities shall become the property of the Vendors, should the Vendors agree to accept ownership; and
- (d) perform all reclamation work on the Property required under applicable mining, exploration and environmental laws in the Province of British Columbia, as a result of exploration or operations carried out by or on behalf of Optionee.

SECTION 5. - REPRESENTATIONS AND WARRANTIES.

5.1 The Vendors represent and warrant to Optionee that:

- (a) it is a corporation and/or person able to carry out its obligations under this Agreement and is qualified to carry on its business in British Columbia;
- (b) it has duly executed and delivered this Agreement, which binds it in accordance with its terms;
- (c) the Property is properly and accurately described in Schedule "A" hereto and the mineral claims comprising the Property have been duly and validly recorded;
- (d) all fees, taxes, assessments, rentals, levies or other payments, and all reports and other filings, required to be made relating to the Property have been made in a timely manner;
- (e) each of the claims comprising the Property were properly recorded and filed with appropriate governmental agencies, all assessment work required to hold the claims has been performed, all governmental fees have been paid and all filings required to maintain the claims in good standing have been properly and timely recorded or filed with appropriate governmental agencies;
- (f) the Property is in good standing and the claims are free and clear of any Liens or third party interests or other interest whatsoever in production from any part of the Property and no royalty is payable in respect of any part of the Property;
- (g) there is no adverse claim or challenge against or to the ownership of or title to any part of the Property, and no party has any right, title, claim or other interest in the Property, nor to the knowledge of the Optionor after due inquiry is any of the foregoing pending or threatened nor is there any basis therefor;

- (h) The Vendors hold all permits, licenses, consents and authorities issued by any government or governmental authority, which are necessary in connection with the ownership of the Property;
- (i) other than this Agreement, there are no outstanding agreements, rights or options, whether or not subject to conditions, to acquire or purchase the Property or any portion thereof or any interest therein whatsoever;
- (j) there are no actions, suits, investigations or proceedings before any court, arbitrator, administrative agency or other tribunal or government authority, whether current, pending or threatened, which directly or indirectly relate to or affect the Property or the interests of the Vendors therein nor are the Vendors aware of any acts which would lead it to suspect that the same might be initiated or threatened;
- (k) there has been no known spill, discharge, deposit, leak, emission or other release of any contaminant, pollutant, dangerous or toxic substance, or hazardous waste on, into, under or affecting the Property and no such contaminant, pollutant, dangerous or toxic substance, or hazardous waste is stored in any type of container on, in or under the Property and there is no outstanding directive or order or similar notice issued by any regulatory agency, including agencies responsible for environmental matters, affecting the Property or the Vendors nor to the knowledge of the Vendors after due inquiry is there any basis therefor or any reason to believe that such an order, directive or similar notice is pending;
- (l) no reclamation, rehabilitation, clean-up, closure, other environmental corrective, restoration or abandonment obligations exist directly or indirectly with respect to the Property;
- (m) Vendors have not received from any governmental or regulatory agency or board, any notice of or communication relating to any actual or alleged environmental claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property;
- (n) all work carried out on the Property by or under the Vendor's direction has been done in full compliance with all applicable laws and regulations and it has no reason to believe that all prior work carried out on the Property by third parties has not been done in full compliance with all applicable laws and regulations;
- (o) to the best of the Vendor's knowledge, information and belief, no part of the Property lies within any protected area, rescued area, reserve, reservation or reserved area or other designated area, that would impair the development of a mining project thereon;
- (p) the Vendors are not aware of any material fact (as defined in the British Columbia Securities Act) or circumstance which has not been disclosed to the Optionee in writing which should be disclosed in order to prevent the representations and warranties in this Section 5.1 from being false or misleading;
- (q) The Vendors have delivered to the Optionee all information concerning the Property in its possession or control.

5.2 Optionee hereby represents and warrants to the Vendors that:

- (a) it is a corporation duly incorporated and organised and validly existing under the *Business Corporations Act* (British Columbia) and it has full corporate power, authority and capacity to enter

into this Agreement and to carry out its obligations under this Agreement and is qualified to carry on business in British Columbia;

- (b) it has been duly authorized to enter into, and to carry out its obligations under, this Agreement and no obligation of it in this Agreement conflicts with or will result in the breach of any term in:
 - (i) its notice of articles or articles; or
 - (ii) any other agreement to which it is a party; and
- (c) it has duly executed and delivered this Agreement, which binds it in accordance with its terms.

5.3 Each Party's representations and warranties set out above will be relied on by the other Party in entering into the Agreement. The representations and warranties set out above shall survive the execution and delivery of the Agreement and are deemed remade as of the date on which the Option is exercised in accordance with the terms of the Agreement and, if Optionee exercises the Option, they shall survive the acquisition of the Property by Optionee indefinitely. Each Party shall indemnify and hold harmless the other Party for any loss, cost, expense, claim or damage, including legal fees and disbursements, suffered or incurred by the other Party at any time as a result of any misrepresentation or breach of warranty arising under the Agreement.

5.4 The representations, warranties and covenants contained in Section 5.2 are provided for the exclusive benefit of the Vendors and a breach of any one or more thereof may be waived by the Vendors in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation, warranty or covenant; and the representations, warranties and covenants contained in Section 5.2 will survive the execution hereof.

5.5 The representations, warranties and covenants contained in Section 5.1 are provided for the exclusive benefit of the Optionee and a breach of any one or more thereof may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation, warranty or covenant; and the representations, warranties and covenants contained in Section 5.1 will survive the execution hereof.

SECTION 6. - CONFIDENTIALITY.

6.1 All information, data, reports, records, studies and test results relating to the Property and the activities of the Parties thereon pursuant to this Agreement, the Option and the execution and contents of this Agreement (collectively, the "**Confidential Information**") will be treated by the Parties as confidential and must not be disclosed, transcribe, or transfer to any person not a Party without the prior written consent, not to be unreasonably withheld, of the other Party, except in the following circumstances:

- (a) a Party may disclose Confidential Information to its auditors, legal counsel, consultants, institutional lenders, brokers, underwriters and investment bankers; provided that such persons are advised of the confidential nature of the Confidential Information, are required to maintain the confidentiality thereof and are strictly limited in their use of the Confidential Information to those purposes necessary for such users to perform the services for which they were retained by the disclosing party;
- (b) a Party may disclose Confidential Information to a potential purchaser in contemplation of a sale of such Party's interest in the Property or this Agreement; provided that such potential purchaser is advised of the confidential nature of the Confidential Information, is required to maintain the confidentiality thereof and is strictly limited in its use of the Confidential Information to that

purpose;

- (c) a Party may disclose Confidential Information that becomes part of the public domain other than through a breach of this Agreement or a breach of a separate obligation of confidentiality;
- (d) the disclosure is reasonably required to be made to a taxation authority in connection with the taxation affairs of the disclosing Party;
- (e) Optionee may disclose Confidential Information that subsequently became available to Optionee on a non-confidential basis from a source other than the Vendors or its representatives, provided that such source was not bound by a confidentiality agreement with the Vendors or any of its representatives or otherwise prohibited from transmitting the Confidential Information to Optionee or its representatives by a contractual, legal or fiduciary obligation; or
- (f) a Party may disclose Confidential Information where that disclosure is necessary to comply with the disclosing Party's disclosure obligations and requirements under any applicable laws, including securities laws, rules or regulations or stock exchange listing agreements, policies or requirements, provided the disclosing Party delivers a draft copy of the release or disclosure to the other Party as far in advance of issuance as is reasonably practicable to allow the other Party to review and comment upon the disclosed disclosure,

and provided further that the disclosing party agrees to enforce the obligations of the recipient in subsections (a) and (b) above.

SECTION 7. – TERMINATION

7.1 This Agreement shall forthwith terminate upon the Optionee giving notice of termination to the Vendors at any time prior to the exercise of the Option.

7.2 Save and except for matters to be completed in accordance with Section 2.2, if at any time during the Option Period the Optionee fails to perform any other obligation required to be performed hereunder or is in breach of a warranty given herein, which failure or breach materially interferes with the implementation of this Agreement, the Vendors may terminate this Agreement but only if:

- (a) it first gives to the Optionee a notice of default containing particulars of the obligation which the Optionee has not performed, or the warranty breached; and
- (b) the Optionee has not, within 21 days after delivery of such notice of default, cured such default or begun proceedings to cure such default by appropriate payment or performance (the Optionee hereby agreeing that should it so begin to cure any default it will prosecute the same to completion without undue delay).

7.3 If the Optionee fails to comply with the provisions of Section 7.2(b), the Vendors may thereafter terminate this Agreement, and the provisions of Section 4.2 will then be applicable

7.4 In the event of such termination, this Agreement will, except for the provisions of Sections 4.2, 5.3, and 6.1, be of no further force and effect.

SECTION 8. – SURRENDER OF PROPERTY INTERESTS BEFORE TERMINATION OF AGREEMENT

8.1 The Optionee may at any time, elect to abandon any one or more of the mineral claims comprised in the Property by giving notice to the Vendors of such intention.

8.2 Upon any such abandonment the mineral claim(s) so abandoned will for all purposes of this Agreement cease to form part of the Property.

SECTION 9. - GENERAL

9.1 During the currency of the Option, neither Party may assign, convey, sell or otherwise transfer all or part of its interest or right in and to this Agreement to any third Party without prior consent of the other Party. Any assignment shall be subject to the assignee entering into an agreement, in form and substance satisfactory to the other Party, agreeing to be bound by this Agreement.

9.2 This Agreement may be subject to the approval of the appropriate Regulatory Authorities and the parties agree to use such reasonable amendments as may be required by those authorities.

9.3 If the Optionee is at any time during the Option Period prevented or delayed in complying with any provisions of this Agreement by reason of aboriginal land claims, strikes, walk-outs, labour shortages, power shortages, fuel shortages, fires, wars, acts of terrorism, acts of God, governmental regulations restricting normal operations, shipping delays or any other reason or reasons beyond the control of the Optionee, the time limited for the performance by the Optionee of its obligations hereunder will be extended by a period of time equal in length to the period of each such prevention or delay, provided however that nothing herein will discharge the Optionee from its obligations under Section 4.2. The Optionee will within 14 days give notice to the Vendors of each event of force majeure under this Section and upon cessation of such event will furnish the Vendors with notice to that effect together with particulars of the number of days by which the obligations of the Optionee hereunder have been extended by virtue of such event of force majeure and all preceding events of force majeure.

9.4 This Agreement inures to the benefit of and binds the Parties and their respective successors and permitted assigns.

9.5 Each Party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or desirable to give effect to the terms and intent of this Agreement.

9.6 No waiver of any term of this Agreement by a Party is binding unless such waiver is in writing and signed by the Party entitled to grant such waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement shall be deemed to be a waiver of that right or remedy. No waiver of any breach of any term of this Agreement shall be deemed to be a waiver of any subsequent breach of that term.

9.7 No amendment, supplement or restatement of any term of this Agreement is binding unless it is in writing and signed by both Parties.

9.8 Notwithstanding any term in this Agreement, if a Party is at any time delayed from carrying out any action under this Agreement due to circumstances beyond the reasonable control of such Party (aside from circumstances arising from the financial difficulty of such Party), acting diligently, the period of any such delay shall be excluded in computing, and shall extend, the time within which such Party may exercise its rights and/or perform its obligations under this Agreement.

9.9 Each of the Parties hereto covenants, agrees and acknowledges that Optionee's counsel have acted as counsel only to Optionee and that Optionee's counsel is not protecting the rights and interests of the Vendors. The Vendors acknowledge and agree that Optionee and Optionee's counsel have given the Vendors the opportunity to seek, and have recommended that the Vendors obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Vendors hereby represent and warrant to the Optionee and Optionee's counsel that the Vendors have sought independent legal advice or waives such advice.

9.10 Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be effectively given if delivered personally or by overnight courier or if sent by email or fax, addressed to the address or email address or fax number of the other Party specified in writing prior to the execution of this Agreement, or at such other address as either Party may specify to the other in writing from time to time. Any notice or other communication so given is deemed conclusively to have been given and received on the day of delivery when so personally delivered, on the day following the sending thereof by overnight courier, and on the same date when emailed or faxed (unless the notice is sent after 4:00 p.m. (PST) or on a day which is not a business day, in which case the email or fax will be deemed to have been given and received on the next business day after transmission). Either Party may change any particulars of its name, address, contact individual, email address or fax number for notice by notice to the other Party in the manner set out in this Section 10.9. Neither Party shall prevent, hinder or delay or attempt to prevent, hinder or delay the service on that Party of a notice or other communication relating to this Agreement.

9.11 In entering into this Agreement, the Parties recognise that it is practically impossible to make provisions for every contingency which may arise during the validity of this Agreement. Accordingly, the Parties hereby state and acknowledge their mutual intent that this Agreement shall be enforced and implemented between them with fairness and without detriment to any other Party's interest. Each of the Parties hereto undertakes with each of the others to do all things reasonably within his or its power which are necessary or desirable to give effect to the spirit and intent of this Agreement during the term of its validity.

9.12 Each of the parties agrees that it shall act in good faith and a reasonable manner with respect to the satisfaction of its obligations under this Agreement, and, at the reasonable request of the other party, shall, at its own expense, take such actions and do such things and, as the case may be, execute and deliver or furnish such additional agreements, documents and instruments as may, from time to time, be necessary or reasonably desirable to better effectuate the transactions contemplated by this Agreement.

9.13 Each of the Vendors and the Optionee shall be responsible for payment of its own expenses in connection with the transactions contemplated herein, with the exception that the Optionee shall pay: (a) the costs of preparation, delivery and filing of any required technical report(s); and (c) any documents necessarily prepared in connection with the transactions contemplated herein.

9.14 Any payment made under this Agreement from one Party to the other may be made by cheque, wire transfer, money order or bank draft by personal delivery or overnight courier to the appropriate address set out on the first page of this Agreement or as indicated in writing to the other Party.

9.15 This Agreement may be executed by facsimile, email transmission, DocuSign or other means of communication producing a printed copy, and in any number of counterparts, each of which shall constitute one and the same agreement. The Parties have duly executed this Agreement as of the date and year first above written.

CALDERAN VENTURES LTD.

Per: “James Romano”

James Romano

RESOLVE VENTURES INC.

Per: “Clive Massey”

Clive Massey, CEO

ISLAND TIME EXPLORATION LTD.

Per: “Raymond Wladichuk”

Raymond Wladichuk

Raymond Wladichuk

Per: “Raymond Wladichuk”

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY TO THE AGREEMENT
between Resolve Ventures Inc. (the "Optionee") and Island Time Exploration Ltd., ("ITE")
Calderan Ventures Ltd. ("CVL") And Raymond Wladichuk ("RW") (collectively the "Optionors").

DATED MARCH 24, 2021.

The following are the designated claims described as the amalgamation of the contiguous Gravity Property and the Jack White Property (collectively referred to as the "Gravity-Jack Property" or the "Property"), located in the New Westminster Mining Division, near Boston Bar British Columbia, Canada,

A. The Gravity-Jack Property is the amalgamation of the contiguous Gravity Property and Jack White Property described in Table 1, Table 2, Figure 1, and Figure 2 below:

Table 1: Gravity Property Mineral Claims (owned by Island Time Exploration Ltd.)

Tenure number	Claim Name	Size (Ha)	Good until	Notes
1065262	GRAVITY01	1412.24	Jul-23-2020	(CLAIM PROTECTION DUE TO COVID TO DEC-31-2021)
1073183	GRAVITY02B	996.22	Jul-23-2020	(CLAIM PROTECTION DUE TO COVID TO DEC-31-2021)
1073189	GRAVITY03B	1163.3	Jul-23-2020	(CLAIM PROTECTION DUE TO COVID TO DEC-31-2021)
1065265	GRAVITY04	2034.56	Jul-23-2020	(CLAIM PROTECTION DUE TO COVID TO DEC-31-2021)
1073185	GRAVITY05B	913.06	Jul-23-2020	(CLAIM PROTECTION DUE TO COVID TO DEC-31-2021)
1073187	GRAVITY06B	1328.78	Jul-23-2020	(CLAIM PROTECTION DUE TO COVID TO DEC-31-2021)
	Total area	7848.16		

Table 2: Jack White Property Mineral Claims (owned by Raymond Wladichuk)

Tenure number	Claim Name	Size (Ha)	Good until
1042327	JW2016A	560.95	Aug-01-2024
1042385	JW2016B	519.36	Aug-01-2024
1042386	JW2016C	332.4	Aug-01-2024
1062363	JAY DOUBLE-U	789.53	Aug-01-2024
	Total area	2202.24	

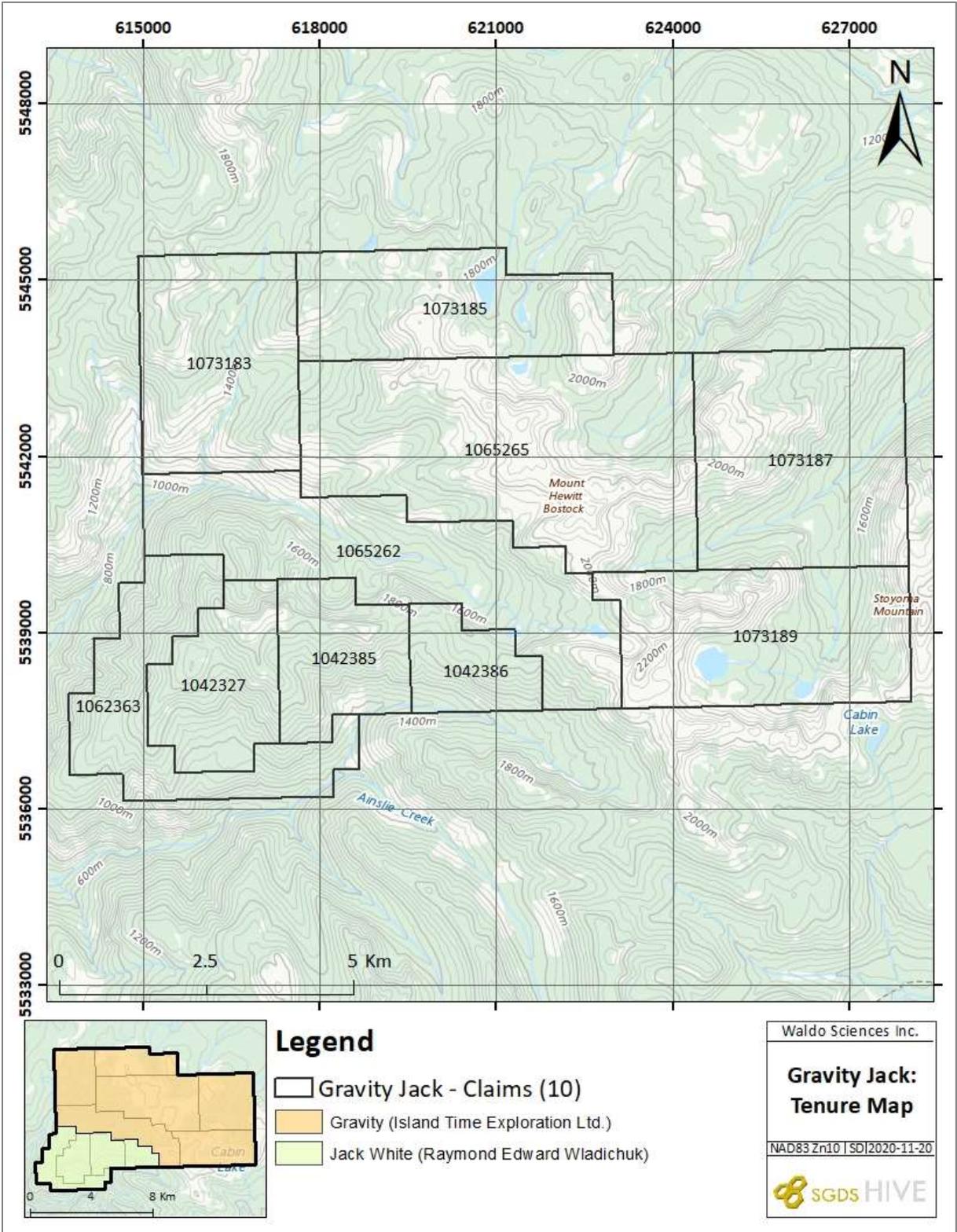


Figure 1: Gravity-Jack Claim map

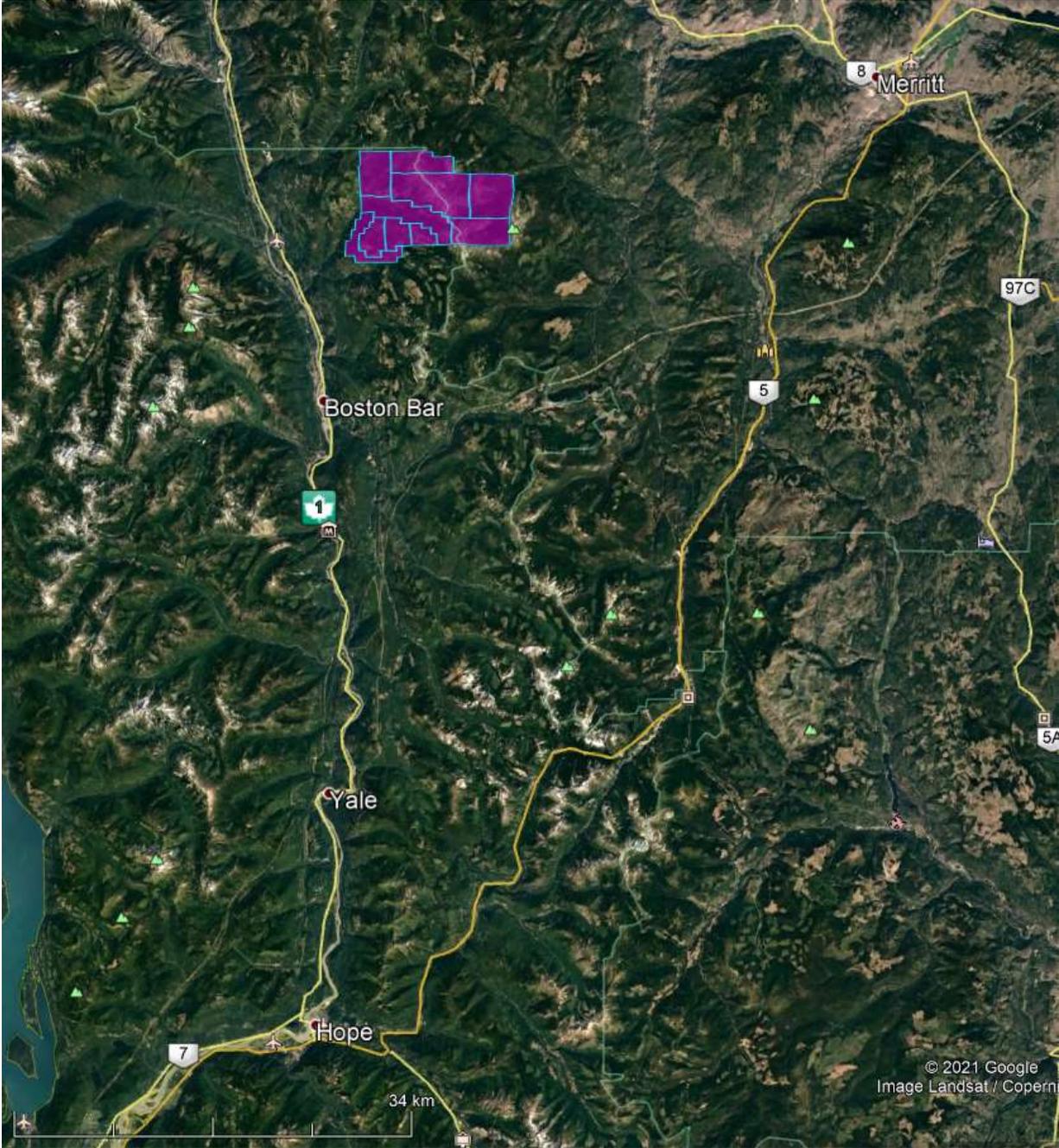


Figure 2: Gravity-Jack Location Map